

ORDINANCE NO. 940317-G

AN ORDINANCE DESIGNATING APPROXIMATELY ONE HUNDRED THIRTY (130) ACRES AS A PLANNED DEVELOPMENT AREA AND AN INDUSTRIAL DISTRICT, SAID APPROXIMATELY ONE HUNDRED THIRTY (130) ACRES BEING THE SITE OF ADMINISTRATIVE, OFFICE, MARKETING, RESEARCH AND DEVELOPMENT, ACCESSORY, AND SUPPORT FACILITIES PROPOSED BY APPLE COMPUTER, INC. AND ACI REAL PROPERTIES, INC.; APPROVING A PLANNED DEVELOPMENT AREA AND INDUSTRIAL DISTRICT AGREEMENT WITH APPLE COMPUTER INC. AND ACI REAL PROPERTIES, INC.; WAIVING THE REQUIREMENT THAT ORDINANCES BE READ ON THREE SEPARATE DAYS; WAIVING ANY NECESSITY FOR MORE THAN ONE READING OF AN ORDINANCE ON ANY ONE DAY; AND, PROVIDING AN EFFECTIVE DATE.

WHEREAS, Apple Computer Inc. ("Apple"), a corporation chartered under the laws of the State of California, and Apple's wholly-owned subsidiary, ACI Real Properties, Inc. ("ACI"), a corporation chartered under the laws of Delaware, have expressed their desire to establish and operate a facility ("Facility") for administrative, office, marketing, research and development, accessory, and support functions at the location within the City of Austin's ("City") extraterritorial jurisdiction described on Exhibit "A" attached hereto, incorporated herein by reference, and made a part hereof for all purposes ("Property"). A site plan of the Property marked Exhibit "B" is attached hereto, incorporated herein by reference, and made a part hereof for all purposes ("PDA Site Plan"); and,

WHEREAS, it is recognized by the City, Apple, and ACI that the Facility will be within the sphere of influence of the City, dependent on City, for, among other things, its labor market and utility systems, and that the City, in turn, will be affected by such development in terms of necessary expansion of utility services, transportation systems, effect of the Facility on outlying areas of the City in the vicinity of the Facility, and effect upon future expansion of the City; and

WHEREAS, Apple and ACI have requested, and City desires, that the Facility location be designated "Planned Development Area" and "Industrial District"; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:

SECTION 1. That the Property located within the City of Austin's extraterritorial jurisdiction which is described in Exhibit "A" attached to this Ordinance, incorporated into this Ordinance by reference, and made a part of this Ordinance for all purposes, is hereby designated a Planned Development Area.

SECTION 2. That the Property located within the City of Austin's extraterritorial jurisdiction which is described in Exhibit "A" attached to this Ordinance, incorporated into this Ordinance by reference, and made a part of this Ordinance for

all purposes is hereby designated an Industrial District in accordance with § 42.044 of the Texas Local Government Code.

SECTION 3. That the City Council hereby approves and authorizes a Planned Development Area and Industrial District Agreement with Apple, the terms and conditions of which are set forth in Section 4 hereof.

SECTION 4. The development of the Property described in Exhibit "A" hereto shall be subject to the following provisions:

(a) Uses:

(1) No residential use shall be permitted upon the Property except for watchmen or custodians in conjunction with the Facility constructed on the Property.

(2) No outdoor storage or display of material or products shall be permitted other than (1) the temporary storage of construction materials and equipment; (2) the location of docks, trucks, trailers, equipment, dumpsters, drum storage, shipping and receiving areas so long as such items and facilities are screened from view from all public roads which are located at a level of ten (10) feet or less above the Property and which are adjacent to the Property; and (3) storage tanks, cooling towers, treatment facilities, and support facilities normally segregated from primary structures.

(3) Uses permitted shall include:

a. Offices for administrative, business, financial, sales, and marketing operations.

b. Space for product and process research, development, analysis and testing.

c. Matters incidental and accessory to the administrative, office, marketing, research, and development activities such as (without limitation) food service facilities, meeting and training facilities, health and recreational facilities, personal care facilities, company store retail facilities, laundry and cleaner facilities, storage facilities, maintenance facilities, storage tanks and areas, treatment facilities, control devices or equipment required by law, cooling towers, electrical transformers, substations and utility centers; and,

d. Support facilities normally segregated from primary structures.

(b) Height, Setback, Building and Improvement Location, Comprehensive Watersheds Ordinance Compliance, Landscaping, Tree Protection Provisions:

(1) Building Height: No building shall be higher than sixty feet (60').

(2) Set Back: No building shall be located within twenty-five feet (25') of the perimeter boundary of the whole of the Property.

(3) Building and Improvement Location: Apple may make changes in the building, parking and interior roadway designs and locations shown on the PDA Site Plan (Exhibit "B") and/or provide structured parking without revising the PDA Site Plan (Exhibit "B") so long as the total square footage shown on the PDA Site Plan is not exceeded, the percentage of impervious cover on the Property does not exceed that which is permitted herein, improvements do not encroach into designated greenbelts, if any, as defined on any subdivision plat of the Property or on the PDA Site Plan (Exhibit "B"), improvements do not encroach into any other area where development is not permitted, and improvements do not interfere with storm water flow to storm water management facilities.

(4) Comprehensive Watersheds Ordinance Compliance: The Property is located in the Rattan Creek and Lake Creek Watersheds which are classified as Water Supply Suburban Class III Watersheds according to the Land Development Code of the City. The Property shall be developed and the Facility shall be constructed and maintained in conformance with the terms and conditions of Chapter 13-2, Article V and Chapter 13-7, Article I of the City Land Development Code and the rules, regulations, policies, criteria and manuals adopted pursuant thereto as all of same and said code provisions existed as of July 12, 1993. Provided, however, that any portion of the Property and Facility covered by a consolidated site development permit application submitted under this Ordinance after March 10, 2004, shall be developed, constructed and maintained in conformance with the terms and conditions of the ordinances, codes, rules, regulations, criteria and manuals of the City in place at the time of said submission.

(5) Tree and Natural Area Protection and Landscaping: Apple and ACI shall comply with Chapter 13-7, Articles II and III of the City Land Development Code and the rules, regulations, policies, criteria and manuals adopted pursuant thereto as all of same and said code provisions existed as of July 12, 1993.

(6) Planned Development Area Conceptual Site Plan ("PDA Site Plan"): The PDA Site Plan (Exhibit "B") shall serve

as the conceptual site plan for the Property and shows the intent for the maximum development of the Property. The PDA Site Plan (Exhibit "B") shall not expire. The actual development of the Property shall be accomplished only in accordance with site development permits approved by the City. The Property shall be developed in phases. Each time Apple decides to develop a portion of the Property it shall submit to the City a consolidated development permit site plan application covering only the phase desired to be developed at the time. Notwithstanding any provision of the City's Land Development Code, each consolidated development permit site plan application submitted under this Ordinance on or before March 10, 2004, shall be submitted, reviewed, and processed in accordance with the ordinances, codes, rules, regulations, criteria and manuals of the City as they existed on July 12, 1993, including but not limited to, the Compatibility Standards contained in Part A, Division 4, Article VI of Chapter 13-2 of the City's Land Development Code. Provided, however, the Facility shall comply with the City's Fire, Building, Plumbing, Electrical and Mechanical Codes, when applicable, as amended from time to time. A consolidated development permit site plan application for any phase of the development of the Property may cover only a portion of any lot or lots into which the Property has been legally platted. Any platted lot or any portion of a platted lot which is not shown to be developed on a particular consolidated development permit site plan application may be included for development in a subsequent development permit site plan application. If on a particular consolidated site development permit application not all of the development shown in the PDA Site Plan in the same area covered by the consolidated site development permit application is shown on the consolidated site development permit application, the development shown on the PDA Site Plan (Exhibit "B") may be included in subsequent consolidated site development permit applications. Any consolidated site development permit applications submitted under this Ordinance after March 10, 2004 shall be submitted, reviewed, and processed in accordance with the ordinances, codes, rules, regulations, criteria and manuals of the City in place at the time of said submission.

(c) Signs:

(1) Name identification or advertising signs shall not be located within 100 feet of a residential lot adjacent to the Property.

(2) Project identification signs, each not exceeding 128 square feet, shall be allowed within the medians in the drives within the Property and within 150' of each side of the primary and secondary entrances to the property from Farmer Lane, the two primary entrances from Anderson Mill Road and within 150' of the Property corner at the intersection of Farmer

Lane and Anderson Mill Road. General locations are shown on Exhibit "B". Other, internal signage for direction, circulation, users, buildings, service, parking, visitors and information are permitted, provided that no such sign will be located within 100' of a public right-of-way. Such signs may have user logo and/or name. In all other aspects, all signs on the site shall comply with the City of Austin sign ordinance, as amended from time to time.

(d) Offstreet Parking: There shall be at least one parking space per 300 square feet of gross floor area of buildings actually built. "Gross floor area" shall mean the total enclosed floor area of all floors a building with a clear height of more than six (6) feet, measured to the outside surface of the exterior walls. Parking facilities, driveways, and airspace above the atria ground floor are excluded from the gross floor area calculations. Enclosed loading berths and off-street maneuvering area are also excluded, but not the dock area itself. The employee parking lots shall consist of a series of sixty (60) foot bays each having two (2) rows of eighteen (18) foot long parking spaces separated by a twenty-four (24) foot wide driving lane. Each parking space shall be nine (9) feet wide. Provided, however, if necessary to preserve trees, up to thirty percent (30%) of the off-street parking spaces may be compact car spaces at least fifteen (15) feet long and at least seven and one-half (7.5) feet wide. Compact car bays shall be forty-eight (48) feet in width and each bay shall have two (2) rows of parking spaces separated by a eighteen (18) foot wide driving lane. Construction of the parking lot bays and parking spaces shall be in accordance with Exhibit "C" attached to this Ordinance, incorporated into this Ordinance by reference, and made a part of this Ordinance for all purposes. As shown on Exhibit "C", if a parking bay has compact parking only on one side, then the length of compact car side of the bay (from the wheelstop or curb to the centerline of the bay) shall be 27' and the total module shall be 57'. The parking lots for visitors shall be in accordance with the standard sixty-three foot (63') City of Austin module. Handicapped parking shall be provided in accordance with City, State and Federal requirements.

(e) Offstreet Loading: Shall be as shown on the PDA Site Plan ("Exhibit B") and shall comply with the requirements of the City's Land Development Code as of July 12, 1993.

(f) Performance Standards:

(1) General: No land or structure on the Property shall be used or occupied in any manner so as to create any dangerous, injurious, noxious, or otherwise objectionable noise, smoke, dust or other forms of air pollution, heat, humidity, liquid or solid refuse or wastes, light or glare or other substance, condition, radiation or element in such a manner or

in such amount as to adversely affect any use of premises within the vicinity; the foregoing are hereinafter referred to as "dangerous or objectionable elements". The standards set forth in paragraph (3) below shall be used to determine whether such dangerous or objectionable elements exist.

(2) Locations Where Determinations Are To Be Made For Enforcement Standards:

a. Noise, Vibration, Radiation, Light and Glare: At the location of the use creating the same, at a point on the source property line which has the highest readings, and at any points where the existence of such elements may be more apparent.

b. Smoke: At the place of emission into the atmosphere.

(3) Standards for Enforcement:

a. Noise: At the points of measurement, the maximum sound level radiated by any use or facility (other than transportation facilities or temporary construction work) shall not exceed 55 Ldn during daylight hours and 45 Ldn during night time hours. Refer to Information on Levels of Environmental Noise Requisite to Protect Public Health and Welfare with an Adequate Margin of Safety, Environmental Protection Agency, 1974, for a determination of the Ldn noise parameters.

b. Vibration: At the points of measurements, earthborne vibrations from any operation or plant shall not exceed the limits set forth in Column I below, for the area in which located, unless the point of measurement is located on a property line which is also the boundary line of a residential area or within eighty (80) feet of a residential area boundary line which is located within a street right-of-way, in which case the limits set forth in Column II below shall apply.

Frequency Cycles per Second	Column I* Displacement (inches)	Column II* Displacement (inches)
0 to 10	.0010	.0004
10 to 20	.0008	.0002
20 to 30	.0005	.0001
30 to 40	.0004	.0001
40 to over	.0003	.0001

*Steady State -- vibrations, for the purpose of this instrument, which are continuous or more frequent than sixty pulses per minute. Impact vibration, those less frequent than sixty pulses per minute, shall not cause more than twice the displacement stipulated.

c. Light or Glare: Any operation or activity producing intense light or glare shall be performed in such a manner as not to create a nuisance or hazard across lot lines. Direct illumination from any source of light or direct welding flash shall be screened from adjoining properties. Reflected light from these sources shall not exceed 0.4 foot candles across the source property lines.

d. Smoke and Particulate Matter: Smoke emitted from any vent, stack, chimney, skylight, window, building opening, or combustion process shall not exceed any opacity of Ringleman No. 0, 0 percent opacity, as obscured on the Ringleman Chart. The emission of particulate matter from all sources shall not exceed one pound per acre of property within the boundary of any plan site under consideration during any one hour. Dust coarser than 44 microns shall be limited to 0.05 pounds per acre of property during any one hour. Open industrial operations involving dust-producing or dust-causing equipment or operations such as sandblasting, paint spraying, gravel and concrete batching and similar operations, shall be so conducted that such dusts do not cross lot lines in concentrations exceeding one million particles per cubic foot when measured at ground level or habitable elevation, at or beyond the lot line, whichever is more restrictive.

e. Toxic and Noxious Matter: All applicable United States Environmental Protection Agency and Texas Air Control Board standards and permit requirements shall be fully met. All toxic and hazardous material utilized on the Property shall be registered with the City of Austin Fire Department to comply with the Hazardous Materials Storage and Registration Ordinance requirements.

f. Fire and Explosive Hazards: Activities involving the storage and utilization of materials or products which decompose by detonation are permitted only when specifically approved by the City of Austin Fire Department. Such materials shall include, but are not limited to, all primary explosives such as lead oxide, lead styphnate, fulminates and tetracene; all high explosives such as TNT, HMX, PETN, and picric acid; propellants and boron hydrides, hydrazine and its derivatives; pyrotechnics and fireworks such as magnesium power, potassium chlorate, and potassium nitrate; blasting explosives such as dynamite and nitroglycerin; unstable organic compounds such as perchloric acid, perchlorates, chlorates, and hydrogen peroxide in concentrations greater than 35%; and nuclear fuels, fissionable materials and products, and reactor elements such as Uranium 235 and Plutonium 239.

Explosives shall be stored, utilized, and manufactured in accordance with applicable local, state, and federal codes.

All applications for uses involving fire and explosive hazards may be referred to the City's Fire Department for approval. Such approval shall indicate compliance with all applicable fire codes and ordinances of the City and shall be indicated on the application.

g. Liquid or Solid Wastes: No discharge shall be made into a public storm or sanitary sewer, waterway, or stream unless in accordance with the City's Industrial Waste Ordinance for storm and sanitary sewers. If necessary, Apple or ACI will provide a wastewater sampling and monitoring point approved by the City.

(g) Streets, Utilities and Other Facilities:

(1) Streets and Utility Service: Easements on the Property for utilities and streets shall be granted by Apple or ACI at such time as it is determined by the City, Apple, or ACI that they are needed to serve the Property. The City of Austin shall provide electricity, water and wastewater to the Facility as specified in Exhibit "D" which is attached to this Ordinance, incorporated into this Ordinance by reference, and made a part of this Ordinance for all purposes and in accordance with the rates it charges other users of a like nature.

(2) Utility Lines and Utilities: Water and wastewater utility lines necessary to serve the Property and the uses herein approved shall be extended to and through the Property at the expense of Apple or ACI in accordance with the plan attached to this Ordinance as Exhibit "E" which is incorporated into this Ordinance by reference and made a part of this Ordinance for all purposes and in accordance with City policies. This Ordinance constitutes water and wastewater approach mains and service extension request approval and a commitment by the City of Austin for water and wastewater services. The actual implementation of wastewater service to the Facility shall not occur until the City has determined that the Rattan Creek Wastewater Lift Station (see Exhibit "E") is capable of handling the flows from the Facility. In the event that the Rattan Creek Wastewater Lift Station is not capable of providing service to the Facility at the time such service is required, Apple may design and construct, subject to review and approval by the Director of the Water and Wastewater Utility, an alternate wastewater service system, including but not limited to a temporary lift station to serve the Apple Facility. Apple and ACI agree that in the event the Facility requires greater water pressure than results from the City's facilities, then Apple and ACI shall be responsible for the installation, maintenance, and operation of the required booster pump facilities and that all of same shall be at Apple and ACI's sole expense. All water and wastewater construction plans must be approved by the City. All water and wastewater fees and charges

shall be paid by Apple or ACI as applicable in accordance with the City rules, regulations, codes, ordinances and policies as from time to time amended. If the City in its sole discretion approves a request by Apple or ACI to do so, the City will undertake to acquire necessary rights-of-way, for water and wastewater line easements needed for such extensions, if any, provided, however, that Apple or ACI shall pay to City, in advance, sums sufficient to cover all costs of acquiring any such rights-of-way. The City shall have no obligation to and shall not acquire any such rights-of-way unless and until Apple or ACI has paid to City in advance all costs of any such acquisition.

(3) Water Metering: Water supply to the Facility shall be internally metered in accordance with the rules and regulations of the City of Austin. The domestic water line shall feed off the fire line into each building. Only the domestic and irrigation systems shall be metered. Neither the primary loop through the site nor the fire protection systems shall be metered. Apple or ACI shall grant and dedicate to the City water line easements for all water lines up to the meters and shall grant to the City access to the dedicated water line easements. All fire hydrants and water meters shall be located within the water line easements. Back flow preventers shall be installed on the fire protection system and the backflow preventers shall be located within the water line easements.

(4) Access: Apple or ACI will open and maintain only the permanent street accesses shown on the Site Plan (Exhibit "B") at the approximate locations shown thereon, and no other. Provided, however, that should additional permanent access or revisions to such access be deemed advisable by Apple or ACI, approval thereof by the City Manager of the City of Austin shall be obtained in addition to such other approvals as may be required by law.

(5) Anderson Mill Road: The following shall be applicable to Anderson Mill Road as same abuts the Property:

a. No construction of Anderson Mill Road shall be required in connection with the first phase of the Facility, which first phase shall not exceed three hundred thousand square feet (300,000 sq. ft.) of building square footage and which first phase shall take access from Parmer Lane only. In addition, the first phase of the Facility shall not be located on any lot of the Property which abuts Anderson Mill Road.

b. Upon the final platting of any lot or lots abutting Anderson Mill Road, Apple or ACI shall construct Anderson Mill Road from Parmer Lane to the eastern boundary of any subdivision lot so final platted.

c. Anderson Mill Road shall be constructed by Apple or ACI in accordance with the following design criteria:

1. From Parmer Lane to approximately four hundred (400) feet east, Anderson Mill Road shall be constructed as a 2@24' pavement section that tapers to a two-lane 24' section.

2. From approximately four hundred (400) feet east of Parmer Lane to the eastern boundary of any lot upon which a subsequent phase is constructed Apple or ACI shall construct Anderson Mill Road as a two-lane 24' section.

3. Apple or ACI shall construct Anderson Mill Road in accordance with the cross-section shown on Exhibit "F" which is attached to this Ordinance, incorporated into this Ordinance by reference, and made a part of this Ordinance for all purposes. The two-lane 24' section part of Anderson Mill Road shall be constructed as one-half (1/2) of the cross section shown in Exhibit "F".

(6) Deceleration Lane Northbound on Parmer Lane at Tamayo Drive and Traffic Signal at Parmer Lane and Tamayo Drive: Subject to approval by the Texas Department of Transportation, Apple or ACI shall pay for the construction of a deceleration lane northbound on Parmer Lane at Tamayo Drive to provide appropriate access into the Facility. When a consolidated site development permit for the first phase of the Facility is released, if a traffic signal has not been installed at the intersection of Parmer Lane and Tamayo Drive and traffic signal warrants are met (as determined by the Texas Department of Transportation), Apple or ACI shall pay for the installation of the signal. If a traffic signal has been installed at the intersection of Parmer Lane and Tamayo Drive when the site plan for the first phase of the Facility is released, Apple or ACI shall pay for the upgrade of the signal to include a signal head for the westbound approach and other modifications required by the Texas Department of Transportation. Apple, ACI and the City agree to use reasonable efforts to get this deceleration lane and this traffic signal installed by the opening of the first phase of the Facility.

When any consolidated site development permit which would bring the Facility beyond 300,000 square feet is released, if a traffic signal has not been installed at the intersection of Parmer Lane and Anderson Mill Road and traffic signal warrants are met (as determined by the Texas Department of Transportation), Apple or ACI shall pay for the installation of the signal. If a traffic signal has been installed at the intersection of Parmer Lane and Anderson Mill Road when such a site plan is released, Apple or ACI shall pay for the upgrade of the signal to include a signal head for the westbound approach

and other modifications required by the Texas Department of Transportation. Provided, however, in no event shall Apple or ACI be responsible for more than a combined total of \$60,000.00 of the cost associated with the installation or upgrade of traffic signals at Parmer Lane and Tamayo and at Parmer Lane and Anderson Mill Road.

(7) Prior to the opening of the final phase of the Facility Apple or ACI shall pay for and have completed westbound left turn lanes at Tamayo Drive and Parmer Lane and at Anderson Mill Road and Parmer Lane.

(8) See Exhibit "G" which is attached hereto and made a part hereof for all purposes.

(9) Other Off-Site Traffic Improvements: Apple shall submit an updated Traffic Impact Analysis ("TIA") if the phasing of the development of the Facility differs significantly (as determined by the Director of the Planning and Development Department) from the phasing assumed in the original TIA. In the event that the Director, upon review of the updated TIA, identifies the need for additional traffic improvements not identified in the original TIA, Apple or ACI shall participate in such improvements on a pro-rata basis as determined by the Director. Otherwise, neither Apple nor ACI shall be required to provide or pay for off-site traffic improvements except as provided in (5), (6), (7), and (8).

(10) Regional Detention: Stormwater management (detention) for the Property shall be accomplished through Apple's or ACI's participation in a Regional Stormwater Management Program.

(11) Water Quality Control Facilities: Apple or ACI shall construct water quality control facilities that shall capture, treat and release the first one-half (1/2) inch of stormwater runoff from Anderson Mill Road as same abuts the Property. These facilities shall be the standard water quality control facilities provided for in the City's Environmental Criteria Manual as of July 12, 1993. Apple or ACI shall construct water quality controls that shall capture, treat and release the first one-half (1/2) inch of stormwater runoff from the developed acreage within the Property, including, but not limited to, roadways, parking lots, buildings, sidewalks, and other pavements. These water quality controls shall be the standard water quality control facilities provided for in the City's Environmental Criteria Manual as of July 12, 1993, for the parking lot, access drives and service court areas. For the buildings, sidewalks and contributing open space areas dry extended detention or wet ponds as indicated on the attached Site Plan (Exhibit "B") may be used to treat the water quality volume. The water quality control facilities specified herein

for the buildings, sidewalks, and contributing open space areas shall be reviewed by the City pursuant to § 13-7-17 of the City's Land Development Code as innovative management practices.

(12) Energy Efficiency: So long as the overall energy efficiency of the Facility is better or equal to the rating that would result from strict compliance with each and every energy standard and criteria set forth in the City's ordinances, codes, rules, and regulations on energy in effect on July 12, 1993, the Facility shall not be required to comply with or meet each and every such City standard and criteria.

(h) Enforcement:

The Property shall be developed only in accordance with this Ordinance, all other applicable ordinances and in accordance with all other governmental permits and approvals. The provisions of this Ordinance shall be binding on Apple and ACI their successors and assigns. Enforcement of the provisions herein may be by the City of Austin in a court of competent jurisdiction in law or equity.

(i) Amendment:

Amendments of the obligations, conditions, covenants and restrictions herein may be granted upon the application of Apple and ACI to the City Manager of City or the City Manager's designee, provided such amendments are consistent with the purposes and intent of this Ordinance. Any other amendments must be approved by the City Council of City, Apple and ACI.

(j) Annexation:

The City shall not annex any portion of Property for limited or full purposes within five (5) years of the effective date of this Ordinance.

(k) Payment in Lieu of Taxation:

Apple and ACI agree that prior to December 31, 1999, that one or the other of them shall pay to the City an amount of money equal to fifty percent (50%) of the City advalorem taxes which would have been due on the Property for the year 1999 if the Property had been within the City of Austin for full purposes on January 1, 1999.

(l) Zoning Application:

Apple and ACI agree that, within thirty (30) days after all of the Property has been annexed by the City for limited or full purposes, one or the other shall file and process with the City a zoning application requesting that the Property be zoned to the zoning category appropriate for the

uses herein authorized. In the event all of the Property is not annexed for limited or full purposes, Apple and ACI agree that one or the other shall file and process with the City a zoning application requesting that any portion of the Property that is located within the City be zoned to the zoning category appropriate for the uses authorized herein. There shall be no fees charged Apple or ACI for any zoning case that is consistent with this paragraph.

(m) Subdivision:

Apple and ACI agree that the development of the Property shall comply with Title 13, Chapter 13-1, Article VIII, Subdivision, and Chapter 13-2, Article IV, Subdivision Regulations, Land Development Code of the City of Austin, as all of same and the rules, regulations and manuals pertaining thereto existed as of July 12, 1993. Provided, however, any subdivision plat application submitted after March 10, 2004, shall comply with the City's subdivision ordinances in effect at the time of said submission.

(n) Apple agrees to adopt, implement, and follow an integrated pest management program on the Property.

(o) Apple agrees to consult with the City's Environmental and Conservation Department regarding possible utilization of Green Builder construction techniques in the construction of the Facility.

(p) Apple and ACI agree to give written notice to the City Council and City Manager of Austin, Texas at least ninety (90) days prior to making any assignment hereunder.

SECTION 5. That upon final adoption of this Ordinance and execution of an acceptance hereof by Apple and ACI, Apple and ACI agree to be contractually bound by all the terms and conditions contained herein, as evidenced by filing with the City Clerk, in writing, on or before May 20, 1994, an acceptance of the Ordinance and promise to comply with and abide by all its provisions, terms and conditions. In the event the acceptance is not filed as provided for herein, this Ordinance shall terminate and be null and void.

SECTION 6. That upon final adoption of this Ordinance the Acting City Manager or any Assistant City Manager is hereby authorized and directed to execute on behalf of the City of Austin the City's promise to be contractually bound by all its provisions, terms and conditions.

SECTION 7. That if any section, subsection, sentence, clause, phrase, word, words or other portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding

shall not affect the validity of the remaining portions of this Ordinance.

SECTION 8. That the requirement that ordinances be read on three separate days is hereby waived as is any necessity for more than one reading of an ordinance on any one day; and, this Ordinance shall become effective ten (10) days after adoption pursuant to the Charter of the City of Austin.

PASSED AND APPROVED

March 17, 1994

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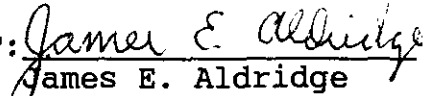
Bruce Todd
Mayor

APPROVED:



Diana Granger
City Attorney

ATTEST:


James E. Aldridge
City Clerk

ACCEPTANCES

ACI accepts and hereby agrees to be contractually bound by all the provisions, terms and conditions of Ordinance No. 940317-G.

Date: MAY 17, 1994

Glenn N Barber
ACI

By: GLENN N BARBER
Its: DIRECTOR

Apple accepts and hereby agrees to be contractually bound by all the provisions, terms and conditions of Ordinance No. 940317-G.

Date: MAY 17, 1994

Glenn N Barber
Apple

By: GLENN N BARBER
Its: VICE PRESIDENT

The City of Austin hereby agrees to be contractually bound by all the provisions, terms and conditions of Ordinance No. 940317-G.

Date: May 18, 1994

Jesus Garza
City of Austin

By: Jesus Garza
Its: Acting City Manager

CITY OF AUSTIN, TEXAS

THE STATE OF Texas §COUNTY OF Travis §

This instrument was acknowledged before me this the 17th day of May, 1994, by Glenn N. Barber, Director of ACI, a Delaware Corporation, and on behalf of said corporation.

James E. Aldridge
NOTARY PUBLIC, STATE OF Texas

James E. Aldridge
PRINTED NAME OF NOTARY

MY COMMISSION EXPIRES: 7-14-96

THE STATE OF Texas §COUNTY OF Travis §

This instrument was acknowledged before me this the 17th day of May, 1994, by Glenn N. Barber, Vice President of Apple, a California Corporation, and on behalf of said corporation.

James E. Aldridge
NOTARY PUBLIC, STATE OF Texas

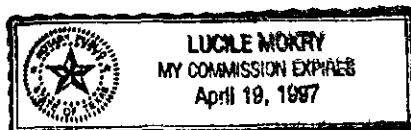
James E. Aldridge
PRINTED NAME OF NOTARY

MY COMMISSION EXPIRES: 7-14-96

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me this the 18th day of May, 1994, by Jesus Garza, Acting City Manager of the City of Austin, Texas.



Lucile Mokry
NOTARY PUBLIC, STATE OF TEXAS

PRINTED NAME OF NOTARY

MY COMMISSION EXPIRES: 4/19/97

METES AND BOUNDS DESCRIPTION
128.847 ACRES

BEING A TRACT CONSISTING OF 128.847 ACRES OF LAND SITUATED IN THE MALCOM M. HORNSBY SURVEY AND THE WILLIAM J. BAKER SURVEY WILLIAMSON COUNTY, TEXAS AND BEING OUT OF AND A PART OF THREE TRACTS OF LAND CONSISTING OF 507.60 ACRES, 255.80 ACRES AND 347.13 ACRES AS DESCRIBED IN VOLUMES 489, 517, AND 682, PAGES 193, 439 AND 907 RESPECTIVELY ALL RECORDED IN WILLIAMSON COUNTY DEED RECORDS (W.C.D.R.) WILLIAMSON COUNTY, TEXAS. SAID 128.847 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a concrete right-of-way (R.O.W.) monument found for the beginning of a curve to the left in the east R.O.W. line of Parmer Lane (F.M. 734) (200 Foot Wide) and in the west line of said 347.13 acre tract:

THENCE South 20-00-46 East, 152.00 feet along the said east R.O.W. line to a 1/2 Inch Iron rod set for a point of cusp at the beginning of a curve to the right and the POINT OF BEGINNING;

THENCE 47.12 feet along the arc of said curve to the right having a central angle of 90-00-01, a radius of 30.00 feet and a chord bearing and distance of North 24-59-14 East, 42.43 feet to a 1/2 Inch Iron rod set for the end of said curve and in the south R.O.W. line of proposed Anderson Mill Road extension east (120 feet wide);

THENCE along said south R.O.W. line and through the interior of said 347.13 acre and said 255.80 acre tracts the following (6) courses:

1. North 69-59-15 East, 147.98 feet to a 1/2 Inch Iron rod set for the beginning of a curve to the left,
2. 160.59 feet along the arc of said curve to the left having a central angle of 06-18-08, a radius of 1460.00 feet and a chord bearing and distance of North 66-50-11 East, 160.51 feet to a 1/2 Inch iron rod set for the end of said curve,
3. North 63-41-07 East, 365.15 feet to a 1/2 Inch Iron rod found for the beginning of a curve to the right,
4. 1199.09 feet along the arc of said curve to the right having a central angle of 33-06-35, a radius of 2075.00 feet and a chord bearing and distance of North 80-14-25 East, 1182.47 feet to a 1/2 Inch iron rod found for the end of said curve,
5. South 83-12-18 East, 517.31 feet to a 1/2 Inch Iron rod found for the beginning of a curve to the left,
6. 456.10 feet along the arc of said curve to the left having a central angle of 17-53-57, a radius of 1460.00 feet and a chord bearing and distance of North 87-50-44 East, 454.25 feet to a 1/2 Inch Iron rod set for the northeast corner of the herein described tract,

THENCE departing said south proposed R.O.W. line and in a southerly direction through the interior of said 255.80 acre tract the following (2) two courses:

1. South 07-33-36 East, 888.71 feet to a 1/2 Inch Iron rod found for an angle point,

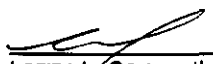
2. South 36-32-41 West, 855.99 feet to a 1/2 Inch Iron rod found in the approximate center line/flow line of Rattan Creek,

THENCE along said approximate center line/flow line of Rattan Creek and continuing through the Interior of said 255.80 acre and said 507.60 acre the following (10) ten courses:

1. North 61-20-26 West, 147.70 feet to a 1/2 Inch Iron rod found for an angle point,
2. South 70-51-14 West, 240.39 feet to a 1/2 Inch Iron rod found for an angle point,
3. South 22-37-08 West, 394.85 feet to a 1/2 Inch Iron rod found for an angle point,
4. South 03-04-42 East, 143.64 feet to a 1/2 Inch Iron rod found for an angle point,
5. South 19-14-47 East, 354.36 feet to a 1/2 Inch Iron rod found for an angle point,
6. South 11-08-41 East, 413.27 feet to a 1/2 Inch Iron rod found for an angle point,
7. South 58-33-42 West, 236.09 feet to a 1/2 Inch Iron rod found for an angle point,
8. North 72-58-39 West, 420.69 feet to a 1/2 Inch Iron rod found for an angle point,
9. South 68-17-24 West, 231.18 feet to a 1/2 Inch Iron rod found for an angle point,
10. South 44-22-19 West, 200.37 feet to a 1/2 Inch Iron rod found for the southwest corner of the herein described tract and in the east R.O.W. line of said Parmer Lane curving to the right,

THENCE along said east R.O.W. line the following (2) courses:

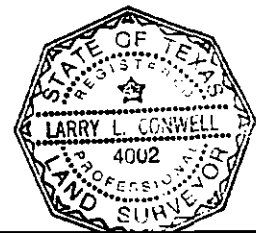
1. 907.21 feet along the arc of said curve to the right having a central angle of 20-10-22, a radius of 2576.71 feet and a chord bearing and distance of North 30-07-02 West, 902.53 feet to a concrete R.O.W. monument found for the end of said curve,
2. North 20-00-46 West, 1918.06 feet to the POINT OF BEGINNING and containing a computed area of 128.847 acres (5,612,574 sq. ft.) of land.


Larry L. Conwell
Registered Professional Land Surveyor
Texas Registration No. 4002

11-15-91
Date

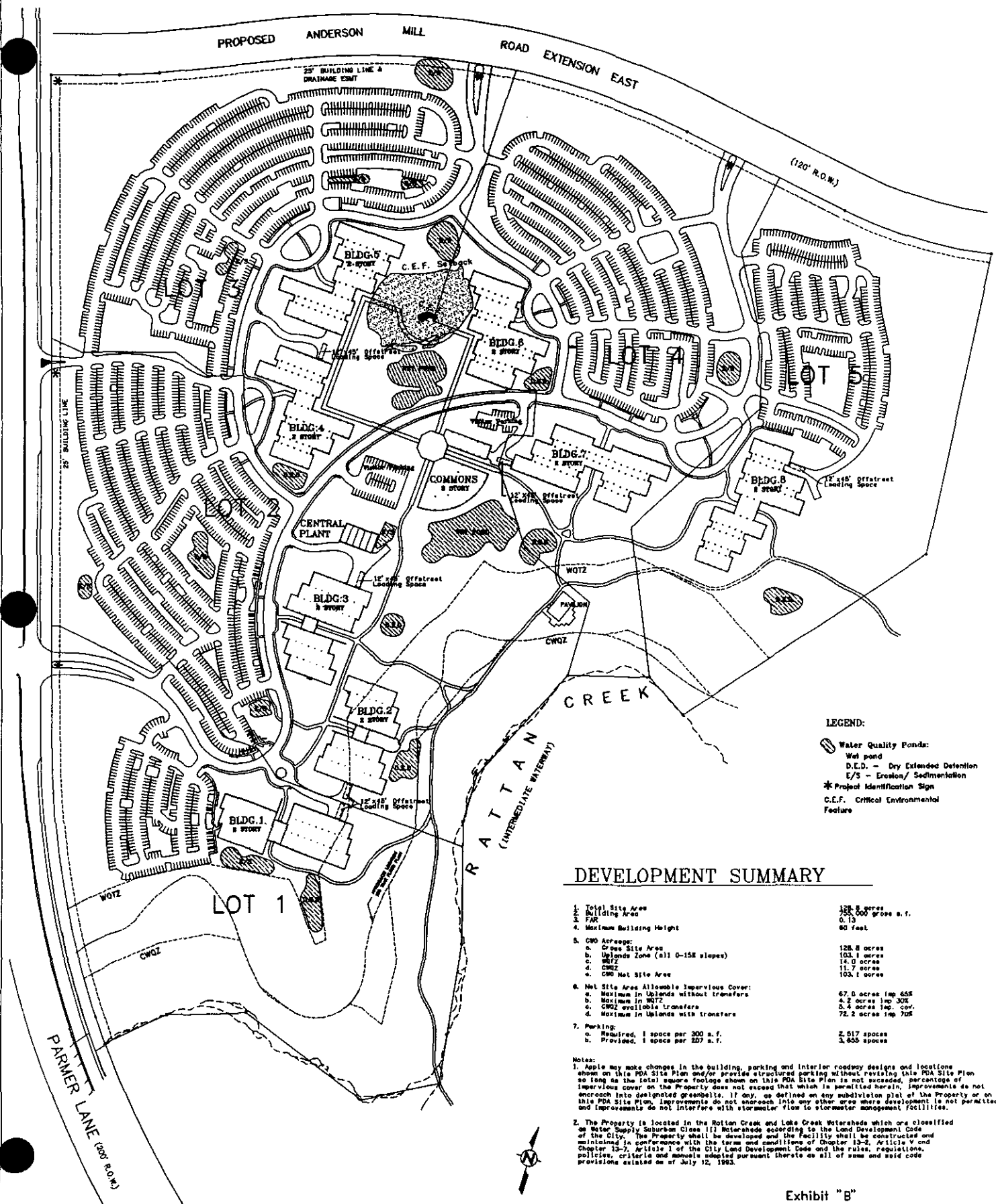
Turner Collie & Braden Inc.
5000 Plaza on the Lake, Suite 150
Austin, Texas 78746
Job No. 72-07452-022

Z:\7452\1993.037



PROPOSED ANDERSON MILL ROAD EXTENSION EAST

(120' R.O.W.)



LEGEND:

- Water Quality Ponds:
 - Wet pond
 - D.E.D. - Dry Extended Detention
 - E/S - Erosion/ Sedimentation
- * Project Identification Sign
- C.E.F. Critical Environmental Feature

DEVELOPMENT SUMMARY

1. Total Site Area	128.8 acres
2. Building Area	158,000 gross s.f.
3. FAR	0.13
4. Maximum Building Height	80 feet
5. CWO Acreage:	
a. Gross Site Area	128.8 acres
b. Uplands Zone (all 0-15% slopes)	103.1 acres
c. WOTZ	14.0 acres
d. CWQZ	11.7 acres
e. CWO Net Site Area	103.1 acres
6. Net Site Area Allowable Impervious Cover:	
a. Maximum in Uplands without transfers	67.0 acres imp. cov.
b. Maximum in WOTZ	4.2 acres imp. cov.
c. CWQZ available transfers	5.4 acres imp. cov.
d. Maximum in Uplands with transfers	72.2 acres imp. cov.
7. Parking:	
a. Required, 1 space per 300 s.f.	2,517 spaces
b. Provided, 1 space per 227 s.f.	3,835 spaces

Notes:

- Apple may make changes in the building, parking and interior roadway designs and locations shown on this PDA Site Plan and/or provide structured parking without revising this PDA Site Plan so long as the total square footage shown on this PDA Site Plan is not exceeded, percentage of impervious cover on the property does not exceed that which is permitted herein, improvements do not encroach into designated greenbelts, if any, as defined in any subdivision plat of the property or on this PDA Site Plan. Improvements do not encroach into any other area where development is not permitted, and improvements do not interfere with stormwater flow to stormwater management facilities.
- The Property is located in the Rattan Creek and Lake Creek Watersheds which are classified as Water Supply Suburban Class III Watersheds according to the Land Development Code of the City. The Property shall be developed and the Facility shall be constructed and maintained in conformance with the terms and conditions of Chapter 13-2, Article V and Chapter 13-7, Article I of the City Land Development Code and the rules, regulations, policies, criteria and manuals adopted pursuant thereto as all of same and said code provisions enacted as of July 12, 1993.

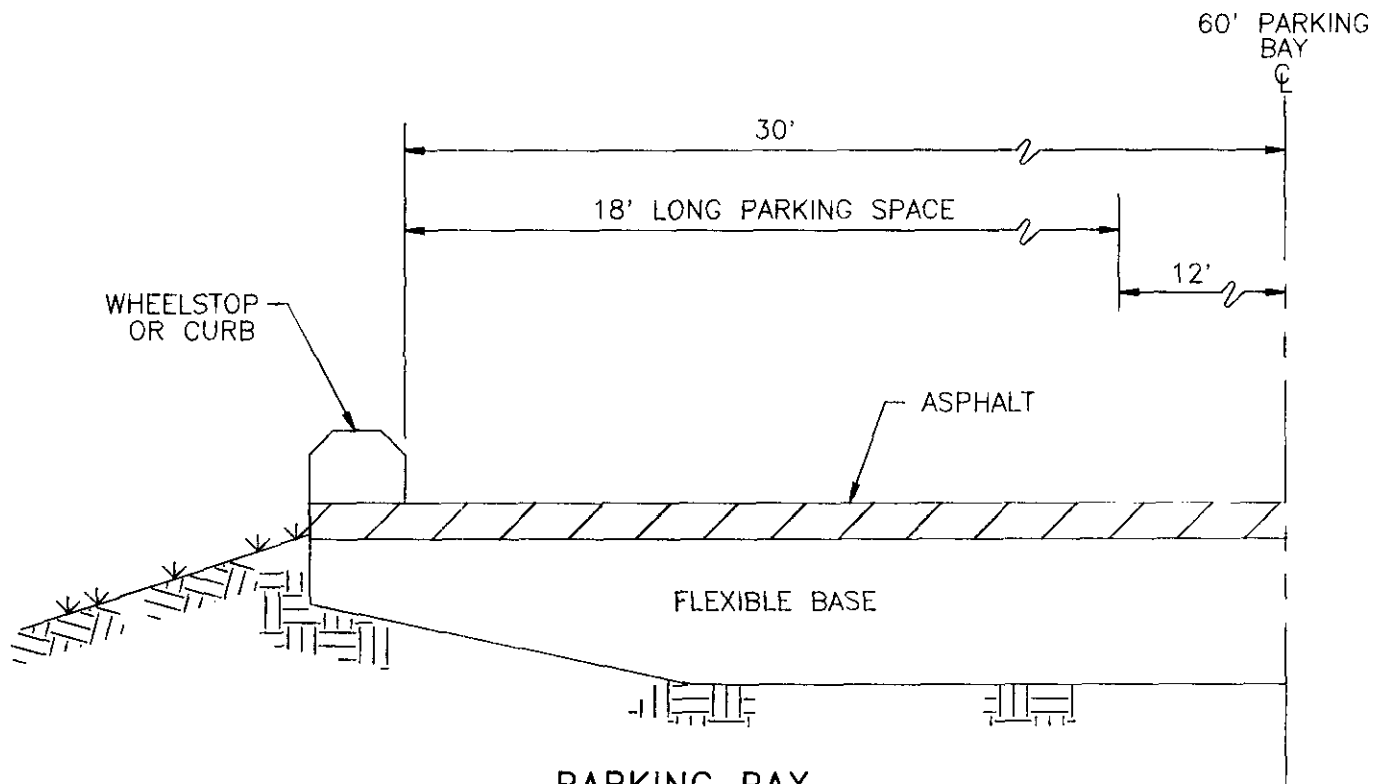
Exhibit "B"

ENGINEERING ARCHITECT
TURNER COLLIER & BRADEN
10000 N. Mopac Expressway, Suite 100
Austin, Texas 78753
(512) 450-5555

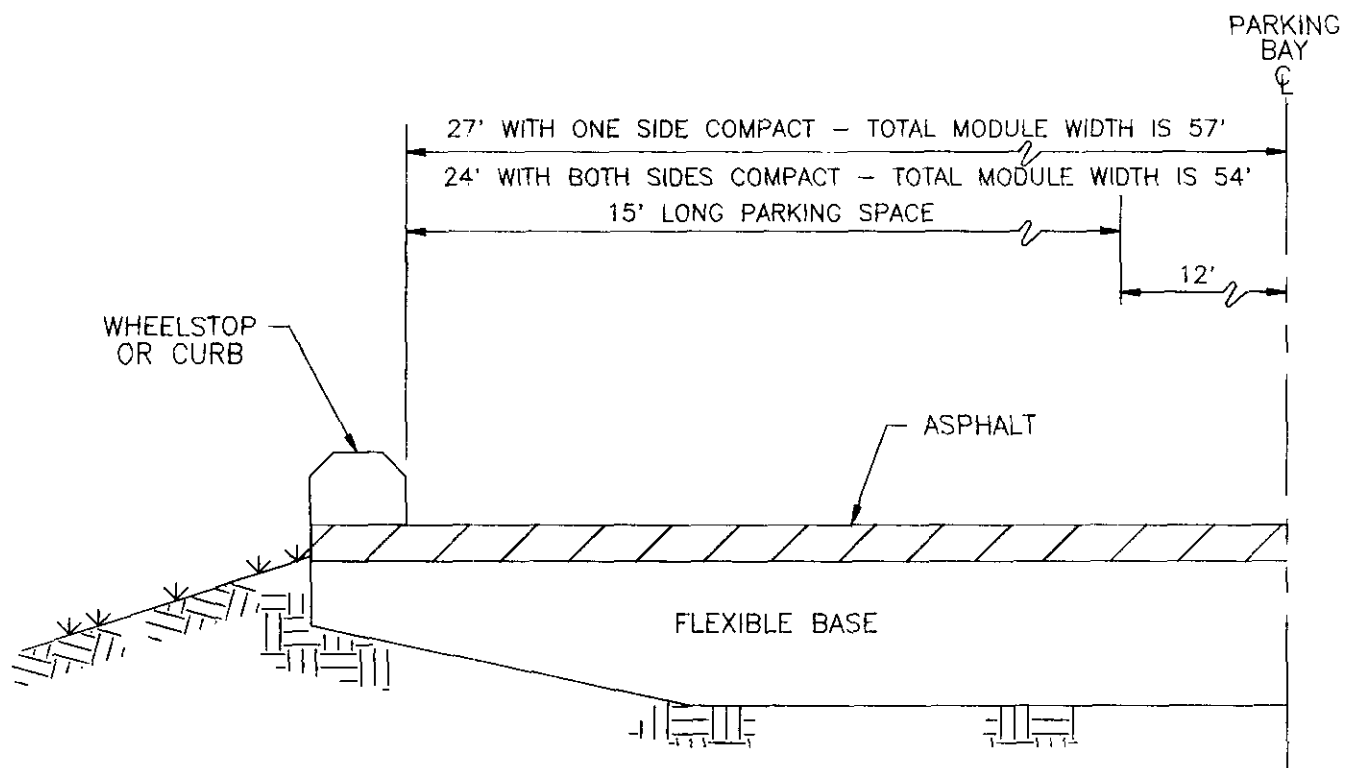
APPLE COMPUTER, INC.
20500 Marland Ave.
Austin, TX 78758
Cupertino, CA 95014

PDA CONCEPTUAL SITE PLAN APPLE COMPUTER AUSTIN CAMPUS

SCALE: 1" = 100'
DATE: February 4, 1994



PARKING BAY
FOR STANDARD VEHICLE



PARKING BAY
FOR COMPACT VEHICLE

ELECTRIC SUPPLY

City agrees to sell and deliver to Apple electricity reasonably required by Apple, such electricity to be supplied from the City's electrical transmission and distribution system as extended by the City in accordance with City's policies and § 212.012 of the Texas Local Government Code.

RATES

Rates for electric utility services shall be the same as those normally charged by the City for comparable customers as established from time to time by the Austin City Council.

WASTEWATER DISPOSAL

The City agrees to receive, treat, and dispose of all wastewater generated by Apple. Such service shall be supplied by the City's wastewater system as extended in accordance with City's policies and § 212.012 of the Texas Local Government Code.

RATES

Rates for wastewater services shall be the same as those normally charged by the City for comparable customers as established from time to time by the Austin City Council.

WATER SUPPLY

City agrees to sell and deliver to Apple water reasonably required by Apple, such water shall be supplied from the City's water system as extended in accordance with City's policies and § 212.012 of the Texas Local Government Code.

RATES

Rates for water utility services shall be the same as those normally charged by the City for comparable customers as established from time to time by the Austin City Council.

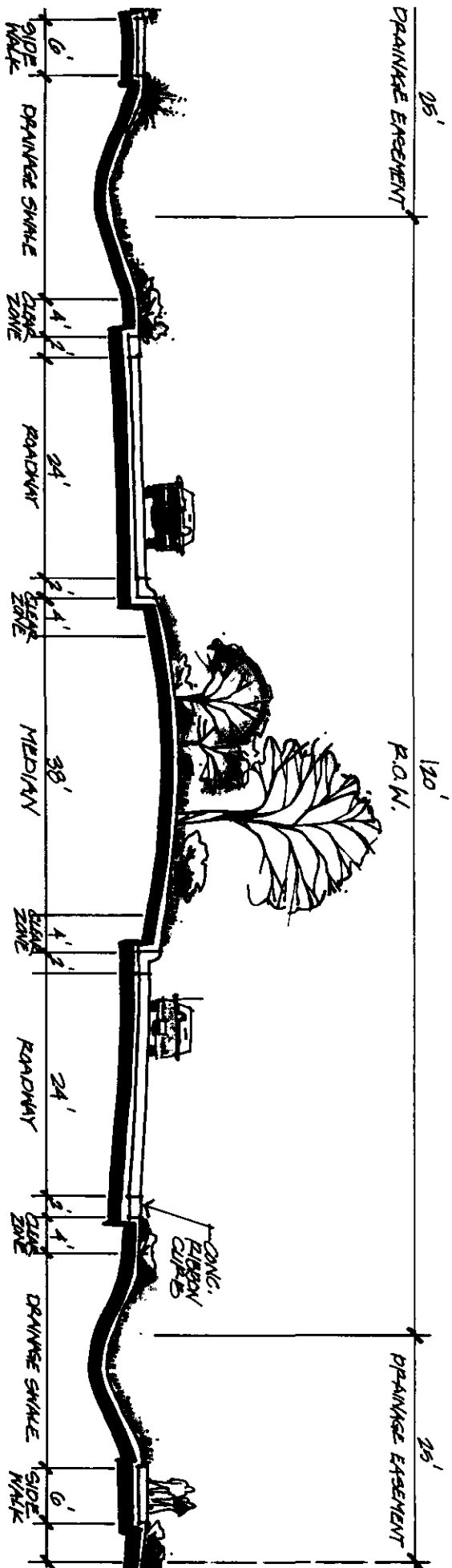


SITE PLAN

Exhibit "E"

<p>CITY OF AUSTIN, TEXAS 2510 4th Street Austin, Texas 78701</p>	<p>APPLE COMPUTER, INC. 20020 Mariani Ave. MS 620 Cupertino, CA 95014</p>	<p>APPLE COMPUTER AUSTIN CAMPUS</p>	<p>SCALE: 1" = 100' DATE: DECEMBER 20, 1988</p>
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EXHIBIT "E"



TYPICAL CROSS-SECTION of:
 2 @ 24' PAVEMENT SECTION,
ANDERSON MILL ROAD
 EAST OF PARKER LANE

RICHARDSON VERDON
 11/92/93

If at the time Apple or ACI applies for a consolidated site development permit which would bring the Facility beyond six hundred thousand square feet (600,000 sq. ft.) in building square footage, there has been a construction date officially established for any of the improvements listed below, then Apple or ACI shall post cash or a letter of credit acceptable to the City in the amount indicated for only the improvements for which a construction date has been officially established.

<u>Improvement</u>	<u>Required Fiscal</u>
Southbound Through Lane at McNeil and Parmer	\$38,400.00
Northbound Through Lane at McNeil and Parmer	\$51,200.00
Southbound Through Lane at Tamayo and Parmer	\$ 9,600.00
Northbound Through Lane at Tamayo and Parmer	\$24,000.00

This paragraph shall not be operable as to any of the above improvements which have been accomplished by other means prior to the time that Apple or ACI would be required to otherwise make the posting hereunder.

SPECIAL WARRANTY DEED

THE STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

That ROBINSON RANCH ("Ranch"), a Texas general partnership, ROBINSON 1991 LAND LIMITED PARTNERSHIP, a Texas limited partnership, FLORA ROBINSON COSPER, A.H. ROBINSON, III, and CHARLOTTE DIES ROBINSON, as Co-Trustees of the A.H. Robinson, Jr., Exempt Family Trust, CHARLOTTE DIES ROBINSON, Individually, A.H. ROBINSON, III, JOHN OSCAR ROBINSON and RICHARD C. BAKER, Co-Trustees of the George E. Robinson 1986 Family Trust, A.H. ROBINSON, III, JOHN OSCAR ROBINSON and RICHARD C. BAKER, Co-Trustees of the Virginia E. Robinson 1986 Family Trust, ROBINSON LAND LIMITED PARTNERSHIP, a Texas limited partnership, and AUSTIN WHITE LIME COMPANY ("AWL"), a Texas limited partnership ("Grantors"), for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other valuable consideration to the undersigned paid by the Grantee herein named, the receipt and sufficiency of which are hereby acknowledged, and to secure the payment of which no lien, express or implied, is retained, have GRANTED, SOLD and CONVEYED, and by these presents do GRANT, SELL and CONVEY unto ACI REAL PROPERTIES, INC., a Delaware corporation ("Grantee"), subject to the reservation herein made, all of the following-described real property in Williamson County, Texas, to wit:

128.847 acres of land, more or less, out of the Malcom M. Hornsby Survey and the William J. Baker Survey, in Williamson County, Texas, more particularly described by metes and bounds on Exhibit A attached hereto and incorporated herein, together with any improvements located thereon, **SAVE AND EXCEPT**, and Grantors hereby reserve and retain unto Grantors and Grantors' respective heirs, legal representatives, administrators, executors, successors and assigns, all oil, gas, other hydrocarbons, sulphur, uranium, thorium, fissionable material, coal, lignite, precious metals and other minerals in, under, on and that may be produced and saved from the Property or acreage pooled or unitized therewith, and the full and exclusive executive rights to execute leases in connection therewith and to drill, mine, produce, remove, explore and prospect therefor; provided, however, Grantors expressly waive any and all rights of ingress and egress and any and all other rights to use, or to reduce the value of, the surface estate, and provided further Grantors' exercise of rights with respect to the mineral estate hereby reserved and retained shall not interfere with Grantee's right of subterranean support of any building or improvements constructed upon the surface estate (the "Property").

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee, its successors and assigns forever.

The Property is comprised of three (3) tracts of land: a 5.955 acre tract (the "AWL Tract") out of a 347.13 acre tract more particularly described in a Deed recorded in Volume 682, Page 907 of the Official Records of Williamson County, Texas, which AWL Tract is solely owned by AWL; a 23.79 acre tract (the "Ranch Tract") out of a 507.6 acre tract more particularly described in

a Deed recorded in Volume 489, Page 193 of the Official Records of Williamson County, Texas, which Ranch Tract is solely owned by Ranch; and a 99.102 acre tract (the "Gift Tract") out of a 255.80 acre tract more particularly described in a Deed recorded in Volume 517, Page 439 of the Official Records of Williamson County, Texas, which Gift Tract is owned in undivided interests by all of Grantors except for AWL (the "Gift Tract Grantors"). The Gift Tract Grantors own the Gift Tract in the undivided ownership interests set forth on Exhibit B attached hereto and incorporated herein for all purposes.

AWL, as owner of the AWL Tract, intends by this conveyance to, and does hereby, convey only the AWL Tract to Grantee, its successors and assigns. Only with respect to the AWL Tract, AWL hereby binds itself, and its successors and assigns to WARRANT AND FOREVER DEFEND all and singular the AWL Tract unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under AWL, but not otherwise.

Ranch, in its capacity as sole owner of the Ranch Tract, intends by this conveyance to, and does hereby, convey the Ranch Tract to Grantee, its successors and assigns. Only with respect to the Ranch Tract, Ranch hereby binds itself, and its successors and assigns to WARRANT AND FOREVER DEFEND all and singular the Ranch Tract unto Grantee, its successors and assigns, against every

person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Ranch, but not otherwise.

The Gift Tract Grantors each intend by this conveyance to, and do hereby, severally, convey only the Gift Tract to Grantee, its successors and assigns. Only with respect to the Gift Tract, and only with respect to each Gift Tract Grantor's respective ownership interest in the Gift Tract, each of the Gift Tract Grantors hereby binds itself, and its heirs, executors, administrators, successors and assigns to WARRANT AND FOREVER DEFEND all and singular its respective ownership interest in the Gift Tract, unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under the Gift Tract Grantors, but not otherwise.

By reason of the foregoing conveyances, it is Grantors' intent that Grantee acquire full and complete conveyance and warranty of title to the entire Property but that the warranty of each of Grantors is limited in the manner set forth above to each Grantor's specific interest in the Property.

This conveyance is made by Grantors and accepted by Grantee subject to the matters set forth on Exhibit C attached hereto and incorporated herein for all purposes, to the extent, and only to the extent, that the same may still be in force and effect and applicable to the Property.

OR IN THE PURCHASE AND SALE AGREEMENT BETWEEN GRANTORS
AND GRANTEE'S ASSIGNOR WITH RESPECT TO THE PROPERTY
(THE "PURCHASE AGREEMENT")

OR IN THE PURCHASE AGREEMENT
AND/OR

Current ad valorem taxes on the Property having been prorated, the payment thereof is assumed by Grantee.

GRANTORS HEREBY SPECIFICALLY DISCLAIM ANY WARRANTY, GUARANTY OR REPRESENTATION NOT EXPRESSLY SET FORTH IN THIS DEED, OF, AS TO OR CONCERNING: (1) THE NATURE AND CONDITION OF THE PROPERTY, INCLUDING WITHOUT LIMITATION THE WATER, SOIL AND GEOLOGY THEREOF, AND THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY ELECT TO CONDUCT THEREON, AND THE EXISTENCE OF ANY ENVIRONMENTAL HAZARDS OR CONDITIONS THEREON, OR COMPLIANCE THEREOF WITH ALL APPLICABLE LAWS, RULES OR REGULATIONS; (2) THE NATURE AND EXTENT OF ANY RIGHT-OF-WAY, LEASE, POSSESSION, ENCUMBRANCE, LICENSE, RESERVATION OR CONDITION OF THE PROPERTY; AND (3) THE COMPLIANCE OF THE PROPERTY OR ITS PRESENT OPERATION WITH ANY LAWS, ORDINANCES OR REGULATIONS OF ANY GOVERNMENTAL ENTITY HAVING JURISDICTION OVER THE PROPERTY. GRANTEE ACKNOWLEDGES THAT GRANTEE HAS HAD THE OPPORTUNITY TO INSPECT AND INVESTIGATE THE PROPERTY AS THOROUGHLY AS GRANTEE SO ELECTED, AND THAT GRANTEE IS, SUBJECT TO ANY WARRANTIES, GUARANTIES AND REPRESENTATIONS BY GRANTORS EXPRESSLY STATED IN THIS DEED OR STATED AS SURVIVING THE DELIVERY OF THIS DEED, IN ANY OTHER AGREEMENT DELIVERED BY GRANTORS IN CONNECTION WITH THE CONVEYANCE OF THE PROPERTY, RELYING ON SUCH INSPECTION AND INVESTIGATION IN ACCEPTING THIS DEED. GRANTEE FURTHER ACKNOWLEDGES THAT ANY INFORMATION PROVIDED TO GRANTEE BY GRANTORS WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES, AND THAT GRANTORS (1) HAVE NOT MADE ANY INDEPENDENT EXCEPT AS PROVIDED IN THE PURCHASE AGREEMENT,

*EXCEPT AS PROVIDED IN THIS DEED AND IN THE PURCHASE AGREEMENT INVESTIGATION OR VERIFICATION OF ALL SUCH INFORMATION, AND (2) DO NOT MAKE ANY REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. *GRANTEE'S PURCHASE OF THE PROPERTY IS ON AN "AS IS" BASIS.

EXECUTED on the dates set forth below to be effective May 16, 1994.

ROBINSON RANCH, a Texas general partnership

Date: 5-12-94

By: Flora Robinson Cosper
Flora Robinson Cosper, Co-Trustee of the Charlotte Dies Robinson Exempt Marital Deduction Trust and the Charlotte Dies Robinson Non-Exempt Marital Deduction Trust
Its: General Partner

Date: 5-13-94

By: Charlotte Dies Robinson
Charlotte Dies Robinson, Individually and as Co-Trustee of the Charlotte Dies Robinson Exempt Marital Deduction Trust and the Charlotte Dies Robinson Non-Exempt Marital Deduction Trust
Its: General Partner

Date: 5/13/94

By: A.H. Robinson III
A.H. Robinson, III, Co-Trustee of the Charlotte Dies Robinson Exempt Marital Deduction Trust and the Charlotte Dies Robinson Non-Exempt Marital Deduction Trust
Its: General Partner

Date: 5-13-94

By: Geo. E. Robinson
George E. Robinson
Its: General Partner

Date: 5/13/94

By: John Oscar Robinson
John Oscar Robinson, Co-Independent
Executor of the Estate of Virginia
E. Robinson, Deceased
Its: General Partner

Date: 5-12-94

By: James E. Robinson
James E. Robinson, Co-Independent
Executor of the Estate of Virginia
E. Robinson, Deceased
Its: General Partner

**ROBINSON 1991 LAND LIMITED PARTNERSHIP,
a Texas limited partnership**

Date: 5/13/94

By: A.H. Robinson III
A.H. Robinson, III
Its: General Partner

Date: 5/13/94

By: John Oscar Robinson
John Oscar Robinson
Its: General Partner

Date: 5-12-94

Flora Robinson Cosper
FLORA ROBINSON COSPER
Co-Trustee of the A.H. Robinson, Jr.,
Exempt Family Trust

Date: 5/13/94

A.H. Robinson III
A.H. ROBINSON, III
Co-Trustee of the A.H. Robinson, Jr.,
Exempt Family Trust

Date: 5-13-94

Charlotte Dies Robinson
CHARLOTTE DIES ROBINSON
Co-Trustee of the A.H. Robinson, Jr.,
Exempt Family Trust

Date: 5-13-94

Charlotte Dies Robinson
CHARLOTTE DIES ROBINSON
Individually

Date:

5/13/94

A.H. Robinson III

A.H. ROBINSON, III

Co-Trustee of the George E. Robinson 1986
Family Trust and the Virginia E. Robinson
1986 Family Trust

Date:

5/13/94

John Oscar Robinson

JOHN OSCAR ROBINSON

Co-Trustee of the George E. Robinson 1986
Family Trust and the Virginia E. Robinson
1986 Family Trust

Date:

5.16.94

Richard C. Baker

RICHARD C. BAKER

Co-Trustee of the George E. Robinson 1986
Family Trust and the Virginia E. Robinson
1986 Family Trust

ROBINSON LAND LIMITED PARTNERSHIP, a Texas
limited partnership

By: Robinson Associates, a Texas general
partnership

Its: General Partner

Date:

5/13/94

By:

A.H. Robinson III

A.H. Robinson, III

Its: General Partner

Date:

5/13/94

By:

John Oscar Robinson

John Oscar Robinson

Its: General Partner

AUSTIN WHITE LIME COMPANY, a Texas limited partnership

By: Robinson Associates, a Texas general partnership
Its: General Partner

Date: 5/13/94

By: A.H. Robinson III
A.H. Robinson, III
Its: General Partner

Date: 5/13/94

By: John Oscar Robinson
John Oscar Robinson
Its: General Partner

Address for Grantee:

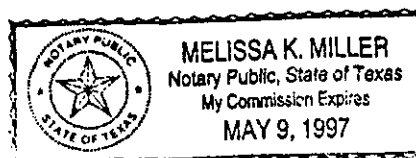
ACI Real Properties, Inc. . .
~~20525 Mariani Avenue~~ 1 Infinite Loop
Cupertino, California 95014
Attention: General Counsel/esm

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 13th day of May, 1994, by CHARLOTTE DIES ROBINSON, Individually and as Co-Trustee of the Charlotte Dies Robinson Exempt Marital Deduction Trust and as Co-Trustee of the Charlotte Dies Robinson Non-exempt Marital Deduction Trust, in all said capacities as General Partner of ROBINSON RANCH, a Texas general partnership, Individually, and as Co-Trustee of the A.H. Robinson, Jr. Exempt Family Trust, on behalf of each of said Trusts and general partnership.

My commission expires: 5-9-97

Melissa K. Miller
Notary Public, State of Texas



STATE OF TEXAS

§

COUNTY OF TRAVIS

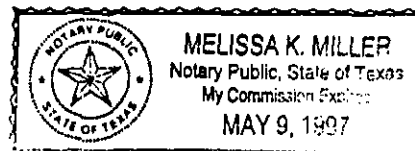
§

This instrument was acknowledged before me on the 13th day of May, 1994, by A.H. ROBINSON, III, in his capacities as (i) Co-Trustee of the Charlotte Dies Robinson Exempt Marital Deduction Trust, and Co-Trustee of the Charlotte Dies Robinson Non-exempt Marital Deduction Trust, in said Trusts' capacity as General Partner of ROBINSON RANCH, a Texas general partnership, (ii) General Partner of ROBINSON 1991 LAND LIMITED PARTNERSHIP, a Texas limited partnership, (iii) Co-Trustee of the A.H. Robinson, Jr. Exempt Family Trust, (iv) Co-Trustee of the George E. Robinson 1986 Family Trust and the Virginia E. Robinson 1986 Family Trust, and (v) General Partner of Robinson Associates, a Texas general partnership, General Partner of ROBINSON LAND LIMITED PARTNERSHIP, a Texas limited partnership, and General Partner of AUSTIN WHITE LIME COMPANY, a Texas limited partnership, on behalf of said Trusts, general partnerships and limited partnerships.

My commission expires:

5-9-97

Melissa K. Miller
Notary Public, State of Texas



STATE OF TEXAS

§

COUNTY OF TRAVIS

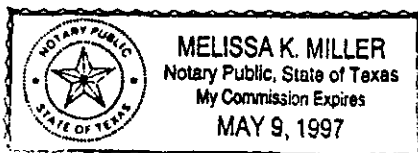
§

This instrument was acknowledged before me on the 12th day of May, 1994, by FLORA ROBINSON COSPER, in her capacities as Co-Trustee of the Charlotte Dies Robinson Exempt Marital Deduction Trust and Co-Trustee of the Charlotte Dies Robinson Non-exempt Marital Deduction Trust, in said Trusts' capacity as General Partner of ROBINSON RANCH, a Texas general partnership, and as Co-Trustee of the A.H. Robinson, Jr., Exempt Family Trust, on behalf of said Trusts and general partnership.

My commission expires:

5-9-97

Melissa K. Miller
Notary Public, State of Texas



STATE OF TEXAS

§

COUNTY OF TRAVIS

§

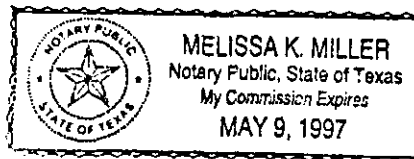
§

This instrument was acknowledged before me on the 13th day of May, 1994, by GEORGE E. ROBINSON, in his capacity as General Partner of ROBINSON RANCH, a Texas general partnership, on behalf of said partnership.

My commission expires:

5-9-97

Melissa K. Miller
Notary Public, State of Texas



STATE OF TEXAS

§

COUNTY OF TRAVIS

§

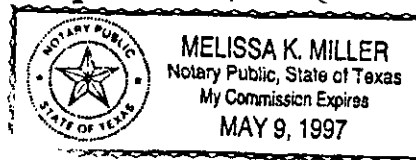
§

This instrument was acknowledged before me on the 13th day of May, 1994, by JOHN OSCAR ROBINSON, in his capacities as (i) Co-Independent Executor of the Estate of Virginia E. Robinson, Deceased, General Partner of ROBINSON RANCH, a Texas general partnership, (ii) General Partner of ROBINSON 1991 LAND LIMITED PARTNERSHIP, a Texas limited partnership, (iii) Co-Trustee of the George E. Robinson 1986 Family Trust and the Virginia E. Robinson 1986 Family Trust, and (iv) General Partner of Robinson Associates, a Texas general partnership, General Partner of ROBINSON LAND LIMITED PARTNERSHIP, a Texas limited partnership, and General Partner of AUSTIN WHITE LIME COMPANY, a Texas limited partnership, on behalf of said Trusts, limited partnerships and general partnerships.

My commission expires:

5-9-97

Melissa K. Miller
Notary Public, State of Texas



STATE OF TEXAS

§

COUNTY OF TRAVIS

§

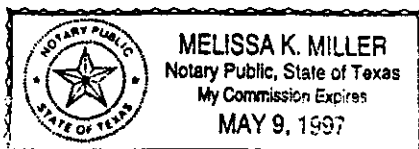
§

This instrument was acknowledged before me on the 12th day of May, 1994, by JAMES E. ROBINSON, in his capacity as Co-Independent Executor of the Estate of Virginia E. Robinson, Deceased, General Partner of ROBINSON RANCH, a Texas general partnership, on behalf of said Estate and general partnership.

My commission expires:

5-9-97

Melissa K. Miller
Notary Public, State of Texas



STATE OF TEXAS

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COUNTY OF TRAVIS

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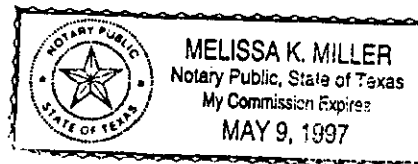
This instrument was acknowledged before me on the 16th day of May, 1994, by RICHARD C. BAKER, in his capacity as Co-Trustee of the George E. Robinson 1986 Family Trust and the Virginia E. Robinson 1986 Family Trust, on behalf of said Trusts.

My commission expires:

5-9-97

Melissa K. Miller

Notary Public, State of Texas



After Recording Return To:

~~Wm. Terry Bray, Esq.~~
~~P.O. Box 98~~
~~Austin, Texas 78767~~

ACT Real Properties, Inc.
1 Infinite Loop
12
Cupertino, California 95014
Attn: General Counsel /egm

APPLE COMPUTER SITE
BOUNDARY
METES AND BOUNDS DESCRIPTION
128.847 ACRES

BEING A TRACT CONSISTING OF 128.847 ACRES OF LAND SITUATED IN THE MALCOM M. HORNSBY SURVEY AND THE WILLIAM J. BAKER SURVEY WILLIAMSON COUNTY, TEXAS AND BEING OUT OF AND A PART OF THREE TRACTS OF LAND CONSISTING OF 23.790 ACRES OUT OF 507.60 ACRES, 99.102 ACRES OUT OF 255.80 ACRES AND 5.955 ACRES OUT OF 347.13 ACRES AS DESCRIBED IN VOLUMES 489, 517, AND 682, PAGES 193, 439 AND 907 RESPECTIVELY ALL RECORDED IN WILLIAMSON COUNTY DEED RECORDS (W.C.D.R.) WILLIAMSON COUNTY, TEXAS. SAID 128.847 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a concrete right-of-way (R.O.W.) monument found for the beginning of a curve to the left in the east R.O.W. line of Parmer Lane (F.M. 734) (200 Foot Wide) and in the west line of said 347.13 acre tract:

THENCE South 20-00-46 East, 152.00 feet along the said east R.O.W. line to a 1/2 inch iron rod set for a point of cusp at the beginning of a curve to the right and the POINT OF BEGINNING;

THENCE 47.12 feet along the arc of said curve to the right having a central angle of 90-00-01, a radius of 30.00 feet and a chord bearing and distance of North 24-59-14 East, 42.43 feet to a 1/2 inch iron rod set for the end of said curve and in the south R.O.W. line of proposed Anderson Mill Road extension east (120 feet wide);

THENCE along said south R.O.W. line and through the interior of said 347.13 acre and said 255.80 acre tracts the following (6) courses:

1. North 69-59-15 East, 147.98 feet to a 1/2 inch iron rod set for the beginning of a curve to the left,
2. 160.59 feet along the arc of said curve to the left having a central angle of 06-18-08, a radius of 1460.00 feet and a chord bearing and distance of North 66-50-11 East, 160.51 feet to a 1/2 inch iron rod set for the end of said curve,
3. North 63-41-07 East, 365.15 feet to a 1/2 inch iron rod found for the beginning of a curve to the right,
4. 1199.09 feet along the arc of said curve to the right having a central angle of 33-06-35, a radius of 2075.00 feet and a chord

bearing and distance of North 80-14-25 East, 1182.47 feet to a 1/2 inch iron rod found for the end of said curve,

5. South 83-12-18 East, 517.31 feet to a 1/2 inch iron rod found for the beginning of a curve to the left,
6. 456.10 feet along the arc of said curve to the left having a central angle of 17-53-57, a radius of 1460.00 feet and a chord bearing and distance of North 87-50-44 East, 454.25 feet to a 1/2 inch iron rod set for the northeast corner of the herein described tract,

THENCE departing said south proposed R.O.W. line and in a southerly direction through the interior of said 255.80 acre tract the following (2) two courses:

1. South 07-33-36 East, 888.71 feet to a 1/2 inch iron rod found for an angle point,
2. South 36-32-41 West, 855.99 feet to a 1/2 inch iron rod found in the approximate center line/flow line of Rattan Creek,


THENCE along said approximate center line/flow line of Rattan Creek and continuing through the interior of said 255.80 acre and said 507.60 acre the following (10) ten courses:

1. North 61-20-26 West, 147.70 feet to a 1/2 inch iron rod found for an angle point,
2. South 70-51-14 West, 240.39 feet to a 1/2 inch iron rod found for an angle point,
3. South 22-37-08 West, 394.85 feet to a 1/2 inch iron rod found for an angle point,
4. South 03-04-42 East, 143.64 feet to a 1/2 inch iron rod found for an angle point,
5. South 19-14-47 East, 354.36 feet to a 1/2 inch iron rod found for an angle point,
6. South 11-08-41 East, 413.27 feet to a 1/2 inch iron rod found for an angle point,
7. South 58-33-42 West, 236.09 feet to a 1/2 inch iron rod found for an angle point,
8. North 72-58-39 West, 420.69 feet to a 1/2 inch iron rod found for an angle point,

9. South 68-17-24 West, 231.18 feet to a 1/2 inch iron rod found for an angle point,
10. South 44-22-19 West, 200.37 feet to a 1/2 inch iron rod found for the southwest corner of the herein described tract and in the east R.O.W. line of said Parmer Lane in a non-tangent curve to the right,

THENCE along said east R.O.W. line the following (2) courses:

1. 907.21 feet along the arc of said curve to the right having a central angle of 20-10-22, a radius of 2576.71 feet and a chord bearing and distance of North 30-07-02 West, 902.53 feet to a concrete R.O.W. monument found for the end of said non-tangent curve,
2. North 20-00-46 West, 1918.06 feet to the POINT OF BEGINNING and containing a computed area of 128.847 acres (5,612,574 sq. ft.) of land


LARRY L. CONWELL
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 4002

TURNER COLLIE & BRADEN INC.
5000 PLAZA ON THE LAKE
AUSTIN, TEXAS 78746
JOB NO. 72-07452-022
May 11, 1994

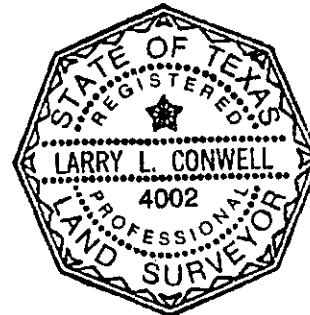


Exhibit B

Ownership Percentages in the Gift Tract

Robinson Land Limited Partnership	32.68%
Robinson 1991 Land Limited Partnership	24.137%
A.H. Robinson, Jr. Exempt Family Trust	0.0275%
Charlotte Dies Robinson	0.0275%
George E. Robinson 1986 Family Trust	1.014%
Virginia E. Robinson 1986 Family Trust	1.014%
Robinson Ranch	41.10%

Exhibit C

1. Development and Use Restrictions of even date with this Special Warranty Deed, to be recorded in the Official Records of Williamson County, Texas on the same date as this Deed.
2. Property lies within the boundaries of Brushy Creek Water Control and Improvements District No. 1.

CERTIFICATE OF ASSISTANT SECRETARY

The undersigned, Peter M. Moldave, hereby certifies that he is the duly elected, qualified and acting Assistant Secretary of ACI Real Properties, Inc., a Delaware corporation (the "Company"), and further certifies that the following resolutions were duly adopted by the Board of Directors of the Company by Unanimous Written Consent dated May 13, 1994:

Authorization re Execution of Purchase Documents

RESOLVED, that the Chief Executive Officer, the President, any Vice Presidents, any person designated by any of them for the purpose, and Glenn N. Barber, Senior Director, Real Estate, of the Corporation (collectively, the "Authorized Persons") be, and each of them hereby is, for and in the name and on behalf of the Corporation, as nominee of Apple Computer, Inc., a California corporation, to spend up to Five Million Three Hundred Thousand Dollars (\$5,300,000) of the funds of the Corporation, and to execute and deliver any and all certificates, agreements, deeds, escrow instructions, and other documents, and to take any and all steps, and do any and all things which he may deem necessary or advisable in order to purchase, in the name of the Corporation, that certain real property in Williamson County, Texas, consisting of approximately one hundred twenty-five (125) acres, all on substantially the terms and conditions previously presented to this Board.

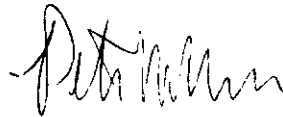
Authorization of Necessary Actions

RESOLVED FURTHER, that said Senior Director, Real Estate, of the Corporation, and the officers of the Corporation (collectively, the "Authorized Persons") be, and each of them hereby is, authorized, for and in the name and on behalf of the Corporation, to execute and deliver any and all certificates, agreements and other documents, take any and all steps and do any and all things which they may deem necessary or advisable in order to effectuate the purposes and intent of each and all of the foregoing resolutions.

Ratification of Prior Actions

RESOLVED FURTHER, that any actions taken by any of the Authorized Persons on or prior to the date of the foregoing resolutions adopted at this meeting that are within the authority conferred hereby are hereby ratified, confirmed and approved as the act and deed of the Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Company this 16th day of May, 1994.



Peter M. Moldave



May 16, 1994

Heritage Title Company of Austin, Inc.
98 San Jacinto Boulevard, Suite 400
Austin, Texas 78701
Attn: Ms. Phylis J. Donelson
Vice President

RE: YOUR ESCROW NUMBER: GF#3-13900
SELLER: ROBINSON RANCH, ET AL.
BUYER: ACI REAL PROPERTIES, INC., a Delaware Corporation

Dear Phylis:

As we discussed, enclosed herewith are two (2) original certificates, signed by the Assistant Secretary of Apple Computer, Inc. and ACI Real Properties, Inc., evidencing Glenn Barber's authority to execute the documents needed to finalize the above-referenced transaction.

I would appreciate it if you would give the enclosed to Bob Hecox (after making whatever copies you need), so that he can take them with him when he and Glenn go to sign the PDA at the City.

If you have any questions, please give me a call.

Very truly yours,

APPLE COMPUTER, INC.


Elinora S. Mantovani
Senior Counsel

Enclosures

CERTIFICATE OF ASSISTANT SECRETARY

The undersigned, Peter M. Moldave, hereby certifies that he is the duly elected, qualified and acting Assistant Secretary of Apple Computer, Inc., a California corporation (the "Corporation"), and further certifies as follows:

1. That the following resolutions were duly adopted by the Board of Directors of the Corporation at a regular meeting held September 29-30, 1992:

WHEREAS, the Board finds that it is in the best interest of the Corporation and its shareholders to approve the purchase of a new site in Austin, Texas for the initial purpose of replacing existing leased space located in Austin, Texas;

NOW, THEREFORE, BE IT RESOLVED, that the Chief Executive Officer, the President, any Executive Vice President, and any Senior Vice President of the Corporation, and any person designated by any of them for the purpose (collectively, the "Authorized Persons"), be, and each of them hereby is, authorized to spend up to Seven Million Five Hundred Thousand Dollars (\$7,500,000) of the funds of the Corporation to purchase a site in Austin, Texas, consisting of approximately one hundred twenty-five (125) acres of land, for the initial purpose of replacing existing leased space currently occupied by various Apple USA and corporate finance functions in Austin, Texas, and to accommodate potential future growth of the Corporation's operations, all on substantially the terms disclosed to this Board.

RESOLVED FURTHER, that the Authorized Persons are authorized to obtain from the seller of the site, as an alternative to the said purchase, and at the discretion of the Authorized Persons, or any of them, one or more options to purchase all or portions of the subject site at some point in the future, to allow for future space needs of the Corporation, as such needs are identified, which option(s) shall be on terms and conditions acceptable to such Authorized Persons, but which in any case shall be commercially reasonable.

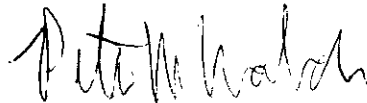
RESOLVED FURTHER, that the Authorized Persons be, and each of them hereby is, authorized, for and in the name and on behalf of the Corporation, to execute and deliver any and all certificates, agreements and other documents, and to take any and all steps,

and do any and all things, which they may deem necessary or advisable in order to effectuate the purposes and intent of each and all of the foregoing resolutions.

RESOLVED FURTHER, that any actions taken by any of the Authorized Persons on or prior to the date of the foregoing resolutions that are within the authority conferred hereby, are hereby ratified, confirmed and approved as the act and deed of the Corporation.

2. That, by writing dated May 16, 1994, Joseph A. Graziano, Executive Vice President of the Corporation, authorized Mr. Glenn Barber, Vice President, Real Estate, Construction and Facilities, of the Corporation, to execute all documents necessary to finalize the purchase and close escrow for the said approximately one hundred twenty-five (125) acres of land.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Corporation this 16th day of May, 1994.



Peter M. Moldave

PO#: 940317-G

Ad ID#: 3NQA01200

Acct #: 4992499

Austin American-Statesman

Acct. Name: City of Austin Clerk's Office

AFFIDAVIT OF PUBLICATION

THE STATE OF TEXAS
COUNTY OF TRAVIS

Before me, the undersigned authority, a Notary Public in and for the County of Travis, State of Texas, on this day personally appeared:

Nancy Christofferson

Classified Advertising Agent of the *Austin American-Statesman*, a daily newspaper published in said County and State that is generally circulated in Travis, Hays, Burnet and Williamson Counties, who being duly sworn by me, states that the attached advertisement was published in said newspaper on the following dates, to wit:

Date (s): March 24, 1994

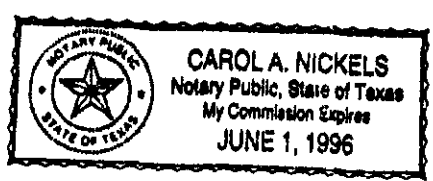
Class: 9980 Lines: 23 Cost: \$ 47.38

ORDINANCE NO. 940317-G
An ordinance designating approximately one hundred thirty (130) acres as a planned development area and an industrial district, said approximately one hundred thirty (130) acres being the site of Administrative, Office, Marketing, Research and Development, Accessory and support facilities proposed by Apple Computer, Inc. and ACI Real Properties, Inc.; approving a planned development area and industrial district agreement with Apple Computer, Inc. and ACI Real Properties, Inc.; waiving the requirement that ordinance be read on three separate days; waiving any necessity for more than one reading of an ordinance on any one day; providing an effective date.
Mayor Bruce Todd, Austin, Texas

and that the attached is a true copy of said advertisement.

Nancy Christofferson

SWORN AND SUBSCRIBED TO BEFORE ME, this the 25th day of Mar, 1994.



Carol A. Nickels
Notary Public in and for
TRAVIS COUNTY, TEXAS

Carol A. Nickels
(Type or Print Name of Notary)

My Commission Expires: 6/1/96